



Attorney Docket No.: P-5744

IN THE UNITED STATES PATENT & TRADEMARK OFFICE

In re the application of:

Applicant: MUNOZ, et al.

Serial No.:

Filed: March 27, 2001

For: SYSTEM AND MANAGEMENT
FOR AUTOMATED PRESCRIPTION
MANAGEMENT

I hereby certify that this correspondence is being deposited with the United States Postal Service as first class mail in an envelope addressed to: Assistant Commissioner for Patents, Washington, D.C. 20231, on

Date

Name

Date of Signature

Assistant Commissioner for Patents
Washington, D.C. 20231

CERTIFICATE UNDER 37 C.F.R. §3.73(b)
AND POWER OF ATTORNEY

I, Michael Muñoz, am President of Whittier Group, Inc., a Nevada Corporation "Assignee". The Assignee is the owner of the entire right, title and interest in the above-identified patent application ("the Patent Application") by virtue of an assignment from the inventor of the Patent Application. As evidence of this assignment, the Assignee points to the enclosed copy of the Assignment from the inventor to Whittier Group, Inc. that will be submitted to the U.S. Patent and Trademark Office on the same day that this document is filed.

The undersigned is empowered to sign this document on behalf of the Assignee and has full power to grant and revoke powers of attorney.

Assignee hereby revokes all previously granted powers of attorney.

Assignee hereby appoints as its attorneys to prosecute this Patent Application and to transact all business in the U.S. Patent and Trademark Office connected with the Patent

Application and with any resulting patent: Joel H. Bootzin, Reg. No. 42,343; Laura A. Donnelly, Reg. No. 38,435; Mark I. Feldman, Reg. No. 26,880; Jonathan Feuchtwang Reg. No. 41,017; James M. Heintz, Reg. No. 41,828; R. Blake Johnston, Reg. No. 41,097; Steven B. Kelber, Reg. No. 30,073; Michael L. Kenaga, Reg. No. 34,639; Marc R. Labgold, Ph.D., Reg. No. 34,651; Amy L. Miller, Reg. No. 43,804; Laura D. Nammo, Reg. No. 42,024; Cynthia K. Nicholson, Reg. No. 36,880; Russell O. Paige, Reg. No. 40,758; Jefferson Perkins, Reg. No. 31,407; Catherine Bax Richardson, Reg. No. 39,007; David J. Richter, Reg. No. 26,221; William Terry Rifkin, Reg. No. 26,501; James P. Ryther, Reg. No. 20,424; and Thomas W. Ryan, Reg. No. 43,072, all of said attorneys being of the firm of Piper Marbury Rudnick & Wolfe, with full power of substitution and revocation, to prosecute this application and represent the undersigned before all competent International Authorities.

Please direct all correspondence to:

Piper Marbury Rudnick & Wolfe
P.O. Box 64807
Chicago, Illinois 60440-0807

Please direct all telephone calls to:

Michael L. Kenaga, Esq.
(312) 368-4000

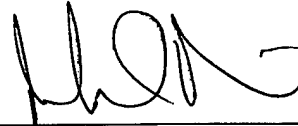
I hereby declare that all statements made herein of my own knowledge are true, and that all statements made on information and belief are believed to be true; and further, that these statements are made with the knowledge that willful false statements, and the like so made, are

*

PATENT APPLICATION

punishable by fine or imprisonment, or both, under Section 1001, Title 18 of the United States Code, and that such willful false statements may jeopardize the validity of the application or any patent issuing thereon.

Signature:

A handwritten signature in black ink, appearing to be "H. Q. N.", written over a horizontal line.

Title:

President

Date:

7/11/01

ASSIGNMENT OF INVENTION

THIS ASSIGNMENT OF INVENTION entered into this 10th day of January, 2000, by and between WHITTIER GROUP INC., a Nevada corporation (hereinafter referred to as "WHITTIER"), and MICHAEL MUNOZ, an individual residing in Park Ridge, Illinois, EMRE OKSAN, an individual residing in Mount Prospect, Illinois, (hereinafter collectively referred to as ("Inventors").

RECITALS

WHEREAS, Inventors have discovered, created, developed, and invented certain new and useful methodologies in Pharmaceutical Prescription Refill using Interactive Voice Response Technology, more accurately identified and described in Exhibit "A" attached hereto (hereinafter "Invention").

WHEREAS, WHITTIER desires to acquire from Inventors all right, title, and interest in the Invention and in any letters patent, copyrights, trademark, tradename or servicemark registrations or other intellectual property rights of the United States and foreign countries that may be granted thereon.

WHEREAS, the parties hereto to agree and abide by the terms and conditions set forth below.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises contained herein, and other good and valuable consideration, the receipt of which is hereby acknowledge, the parties hereto agree as follows:

1. **ASSIGNMENT.** For and in consideration of wages paid during the development of the The Whittier Group (TWG) Software, receipt of which is acknowledged, Inventors hereby sell, assign, transfer, and convey to WHITTIER their entire respective rights, titles, and interests in the Invention and in any future discoveries, improvements, and collateral or derivative inventions on the Invention heretofore or hereafter made or acquired by Inventors, and to all rights of priority thereto pursuant to the International Convention for the Protection of Industrial Property; and in any patents, copyrights, trademarks, tradenames, or servicemarks on the Invention and/or the future discoveries, improvements, and collateral or derivative inventions that may be granted in the United States or any foreign country, and in any applications for such patents, copyrights, trademarks, tradenames, or servicemarks, and to each reissue or extension of thereof.

2. **ASSIGNMENT OF CAUSES OF ACTION FOR PAST INFRINGEMENTS.**

There is included in the assignment set out in Section 1 above the right to bring suit in any court of competent jurisdiction to recover damages and profits for any past infringement of the Invention and any resulting letters patent, copyrights, trademarks, tradenames, r

servicemarks. Any suit started by WHITTIER pursuant to this Assignment may be brought in its name.

3. **COOPERATION.** Inventors agree to cooperate with WHITTIER such that WHITTIER may enjoy to the fullest extent the rights conveyed hereunder. Included within the scope of this duty is cooperation in such proceedings involving the United States and foreign applications and patents, copyrights, trademarks, tradenames, or servicemarks as opposition, cancellation proceedings, priority contests, interferences, public use proceedings, court actions, and the like. Further, Inventors agree to execute any documents, writings or instruments and perform any acts that WHITTIER may deem necessary to carry out this Assignment.

4. **PARTIES.** The terms and provisions of this assignment shall inure to the benefit of WHITTIER, its successors, assigns, and/or other legal representatives, and shall be binding on Inventors and their respective heirs, legal representatives, and assigns.

5. **INVENTORS' WARRANTY.** Each of the Inventors warrant and represent that he has not entered into any assignment, contract, or understanding in conflict with the terms and provisions of this Agreement in their entirety.

6. **NOTICES.** Any notices permitted or required under this Agreement shall be deemed given upon the date of personal delivery or 48 hours after deposit in the United States mail, postage fully prepaid, return receipt requested, addressed:

To WHITTIER at: Whittier Group, Inc.
Michael Munoz, President
4011 Meadows Lane
Suite 102
Las Vegas, NV 89107

To Inventors at: Michael Munoz
701 S. Fairview Avenue
Park Ridge, IL 60068

Emre Oksan
1864 W. Palm Drive, Apt. #355
Mount Prospect, IL 600656

or at any other address as any party may, from time to time, designate by notice given in compliance with this section.

7. **INVALIDITY.** If any provision of this Agreement or its application is held to be invalid, illegal, or unenforceable in any respect, the validity, legality, or enforceability of any of the other provisions and applications therein shall not in any way be affected or impaired.

8. **ENTIRE AGREEMENT AND BINDING EFFECT.** This Agreement sets forth the entire understanding between the parties with respect to the subject matter hereof, and supersedes and replaces any prior understanding either written or oral that may exist between the parties. This Agreement may not be modified, changed, or amended, except by a writing signed by the party to be charged.

9. **PRESUMPTION.** This Agreement or any section thereof shall not be construed against any party due to the fact that said Agreement or any section thereof was drafted by said party.

10. **TITLES AND CAPTIONS.** All paragraph or sections titles or captions contained in this Agreement are for convenience only and shall not be deemed part of the context nor affect the interpretation of this Agreement.

11. **CONTROLLING LAW.** This Agreement, regardless of where made, shall be deemed to be a contract made under the laws of the State of Nevada, United States of America, and for all purposes shall be interpreted and construed in its entirety in accordance with the laws of said State.

12. **ARBITRATION.** Any dispute or controversy arising from or relating to this Agreement shall be decided by arbitration in the City of Las Vegas, State of Nevada, United States of America, by the American Arbitration Association, by a panel of three arbitrators mutually acceptable to the parties, and in accordance with the procedural rules and regulations of that association. At the request of either party, arbitration proceedings will be conducted in secrecy; in such case, all documents, testimony, and records shall be received, heard and maintained by the arbitrators in secrecy, available for inspection only by the parties and their respective attorneys and experts who shall agree, in advance and in writing, to receive all such information confidentially and to maintain such information in secrecy until such information shall become generally known or until such time as such information becomes known by reason of judicial appeal from or enforcement of the decision of the arbitration.

13. **ATTORNEY FEES.** In the event an arbitration, suit or action is brought by any party under this Agreement to enforce any of its terms, or in any appeal therefrom, it is agreed that the prevailing party shall be entitled to reasonable attorneys fees to be fixed by the arbitrator, trial court, and/or appellate court.

14. **WAIVER.** Failure of either party at any time to require performance of any provision of this Agreement shall not limit the party's right to enforce the provision, nor shall any waiver of any breach of any provision be a waiver of any succeeding breach of any provision or a waiver of the provision itself for any other provision.

15. **COUNTERPARTS.** This Assignment may be executed in several counterparts and all so executed shall constitute one Assignment, binding on all the parties hereto even though all the parties are not signatories to the original or the same counterpart.

IN WITNESS WHEREOF, this Assignment has been signed on the date first above written.

WHITTIER

WHITTIER GROUP, INC.

By:  1/6/2000

MICHAEL MUNOZ, President

INVENTORS

MICHAEL MUNOZ

By:  1/6/2000

MICHAEL MUNOZ

EMRE OKSAN

By:  1/6/2000

EMRE OKSAN

ASSIGNMENT OF INVENTION**EXHIBIT "A"****INVENTION****TWG-Triage IVR Method of Business & Software**

An Interactive Voice Response software and method of business that makes it possible to compile a database of prescription refill requests from Pharmacies imputing telephone signals over regular telephone lines. The software also allows users to view and answer prescription refill requests at network workstations and transmit those completed prescription requests automatically. Developed by Michael Munoz, Emre Oksan, Chris Fraser, Art Fraser, and Black Dolphin Technologies during the period from approximately July 1998 through January 2000.

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 City, State, ZIP+4 **Mount Prospect FL 60056**

PS Form 3800, May 2000 See Reverse for Instructions

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 ■ Print your name and address on the reverse so that we can return the card to you.
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☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ O.O.D.

4. Restricted Delivery? (Extra Fee) ☐ Yes

A. Received by (Please Print Clearly) **Emre Olcan** B. Date of Delivery
☐ Agent ☐ Addressee
 D. Is delivery address different from item 1? ☒ Yes
 If YES, enter delivery address below: **380 MOUNTAIN Rd. #1608**
Union City, N.J. 07087

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10268-00-04-1700



10 June 2001

Emre Oksan
1094 S. Tamarack Drive
Apt 480
Mount Prospect IL 60056

Reference: New U.S. Patent Application
SYSTEM AND METHOD FOR AUTOMATED PRESCRIPTION
MANAGEMENT

Dear Emre,

The Whittier Group Inc. has filed a US patent application that claims priority over the provisional patent application No 60/192,643 filed on 27 March 2000. As you recall, while a full time paid employee of the Whittier Group, Inc. you worked on the technology defined in the provisional patent and helped the Whittier Group draft the provisional patent. I am contacting you now to secure your signature on the following documents necessary for the patent application:

1. Inventor's declaration
2. Assignment

Each of these documents requires your signature. Please complete sign these documents and return them to me at the address below. I have also included the following documents for your review:

Assignment of Invention Document signed by you on 1/6/2000
New US Patent Application- SYSTEM AND METHOD FOR AUTOMATED PRESCRIPTION
MANAGEMENT

Please contact me with any questions you may have.

Sincerely,

Michael Munoz